

# Alliance

## BEHAVIORAL HEALTHCARE

### Interlocal Cooperation Agreement

This Inter-local Cooperation Agreement (hereinafter "Agreement") is made, and entered into this the 1<sup>st</sup> day of July, 2012 between **Alliance Behavioral Healthcare**, (hereinafter "Alliance") a political subdivision of the State of North Carolina, and **The City of Durham, Office of Economic and Workforce Development** (hereinafter the "(Office of Economic and Workforce Development - OEWD)") a municipal corporation. This Agreement is made pursuant to Chapter 160A, Article 20 of the North Carolina General Statutes.

Alliance and Office of Economic and Workforce Development agree as follows:

#### Section 1. Purpose

The pilot training and employment program will use BECOMING grant funding to help target transition age youth (ages 16-21) who have been identified as (1) having significant functional impairments, and/or (2) disconnected or at risk of becoming disconnected from services and supports. Specifically, the program will support at minimum 120 transitioning youth a year in becoming gainfully employed through the collaborative efforts of the BECOMING project.

#### Section 2. Administration/Scope

##### OEWD Shall:

1. OEWD will advertise for, screen, and hire a full-time *Employment Coordinator* for the BECOMING project. The *Employment Coordinator* will provide the following: program implementation; monthly reporting on all employment related activities; provide support in the coordination of outreach, recruitment, and screening activities stipulated under the BECOMING grant; provide support in the development and implementation of youth employment skills assessments in an effort to ascertain employment readiness of program participants; provide support and work in conjunction with Alliance Behavioral Healthcare staff and/or case managers affiliated with this program to develop and implement *Individual Service Strategies* that will increase the employability and marketability of program participants; conduct youth employment related focus groups; and provide support on any other duties as specified by and/or related to the implementation of the BECOMING project. This position will report directly to Nicholas McCoy, Senior Workforce Development Manager.
2. OEWD will administer and coordinate all necessary *Human Resources, Performance Management, and Employee Training* activities that are necessary of the *Employment Coordinator* in support of this program.
3. OEWD will work in collaboration with JobLink partners to maximize outcomes for participants of this program. OEWD will make available employment services to participants under the JobLink System, such as coordinating job development activities;

providing outreach to public/private worksites in an effort to place participants; career counseling; and providing employment referral services.

4. Review, sign and forward all *Employment Coordinator* time sheets and reports to Alliance Behavioral Healthcare

**Alliance Behavioral Healthcare Shall:**

1. Serve as the primary coordinator for this project, including (but not limited to): monitoring of all reporting measures; program oversight and evaluation; oversight of partnership agreements; and support partnership/collaboration to ensure desired outcomes of the program.
2. Provide outreach, recruitment, and oversight of participants affiliated with this program.
3. Work in conjunction with *Employment Coordinator* and OEWD staff in order to develop, monitor, and evaluate *Individual Service Strategies* of program participants and provide mental health, substance abuse, and/or any related referral services that will help participants of the program achieve and attain success within the program.

**Reporting Process:**

The *Employment Coordinator* hired for this project will be responsible for submitting monthly reports to the BECOMING Project Director and the Senior Workforce Development Manager that include, but are not limited to: description of project activities, program expenditures, number of participants served, types of services provided, etc. during the reporting period. Prior to program implementation, Alliance Behavioral Healthcare will provide OEWD with all requisite reporting requirements.

**Section 3. Funding**

- I. Budget: Funding for this contract shall be provided from the Alliance Behavioral Healthcare's BECOMING grant awarded by the Substance Abuse and Mental Health Services Administration (SAMSHA) in amount **not to exceed \$15,000.00** for reimbursements of expenditures in accordance with the below approved budget:

Employment Coordinator	=	\$10,500
Benefits (26%)	=	\$ 2,730
Office Supplies	=	\$ 270
<u>Admin</u>	=	<u>\$ 1,500</u>
<b>Program Total</b>	=	<b>\$15,000</b>

OEWD will be reimbursed in an amount not to exceed **\$15,000.00** by Alliance Behavioral Healthcare for all related program expenditures outlined in the above budget. Alliance Behavioral Healthcare shall not be obligated to pay OEWD any payments, fees, expenses, or compensation other than those authorized by this section. Money may be shifted between line items up to 10% from one line item by OEWD with/without prior approval, so long as the total budget is not exceeded and the services to be provided are not reduced. If more than 10% is needed to be moved between line items OEWD would seek and receive approval from Alliance Behavioral Healthcare prior to spending those funds.

- II. Finance: Compensation paid to Provider for non-UCR services shall be an amount not to exceed **\$15,000 based on the approved SAMSHA budget**. Provider must submit expense invoice by the 20<sup>th</sup> business day of the following month. Invoice must be on the FY13 Invoice Template. Supporting documentation must include information such as

general ledger reports, payroll reports, receipts, etc. If supporting documentation is not provided with the invoice, the invoice will be held until supporting documentation is received. If the invoice is not received timely or supporting documentation is not received within five days after it is requested, the invoice will be held until the end of the fiscal year pending availability of funds. Payment of invoices will be made via electronic funds transfer. Invoices can be mailed or emailed to Alliance Behavioral Healthcare at:

**Alliance Behavioral Healthcare**  
**Attention: Accounts Payable**  
**4600 Emperor Boulevard**  
**Durham, NC 27703**  
[accountspayable@alliancebhc.org](mailto:accountspayable@alliancebhc.org)

#### **Section 4. Term**

The Term of this agreement for services is from July 1, 2012 to September 30, 2012 unless sooner terminated as provided herein.

#### **Section 5. Indemnity/Insurance**

Alliance Behavioral Health and OEWD agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions. No party shall have any obligation to indemnify the other, and/or its agents, employees and representatives.

OEWD at its sole expense, shall provide Alliance Behavioral Healthcare prior to service delivery proof of (i.e., current insurance certificate) and continuously maintain insurance coverage with a carrier authorized to do business in North Carolina or maintain equivalent coverage under a self insurance program that is approved by North Carolina law. Liability coverage may be on an occurrence basis or claims-made basis. In addition, OEWD shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, OEWD shall maintain, at its expense, the following minimum insurance coverage:

\$250,000/\$500,000 – Professional Liability - Error and Omissions.

#### **Section 6. Termination**

##### **a. Event of Default.**

Any one or more of the following acts or omissions of the OEWD shall constitute an Event of Default hereunder:

- i. Failure to perform the Services satisfactorily or on schedule,
- ii. Failure to submit any report required hereunder; and/or
- iii. Failure to perform any other covenant, term, or condition of this Agreement.

Upon the occurrence of an Event of Default, Alliance Behavioral Healthcare may take one or more or all of the following actions:

1. Give CONSULTANT written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate the agreement, effective two (2) days after giving the CONSULTANT written Notice of Termination; and/or
2. Deduct any and all expenses incurred by Alliance Behavioral Healthcare for damages caused by the CONSULTANT's Event of Default; and/or
3. Treat the agreement as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

**b. Termination for Convenience.**

This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section shall not form the basis of any claim for loss of anticipated profits by either party.

**Section 7. Audit Rights**

For all Services being provided hereunder, Alliance Behavioral Healthcare shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, OEWD must make the materials to be audited available within one (1) week of the request for them.

**Section 8. Relationship of Parties**

Alliance Behavioral Healthcare and OEWD agree that OEWD is an independent contractor and shall not represent itself as an agent or employee of Alliance Behavioral Healthcare for any purpose in the performance of OEWD's duties under this Contract. Accordingly, OEWD shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of OEWD's activities in accordance with this Contract. For purposes of this contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

OEWD, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

**Section 9. Successors and Assigns**

OEWD shall not assign its interest in this Agreement without the written consent of Alliance Behavioral Healthcare. OEWD has no authority to enter into contracts on behalf of Alliance Behavioral Healthcare.

#### Section 10. Governing Law

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General County of Justice in the County of Durham and the State of North Carolina.

#### Section 11. Entire Agreement

This contract, shall constitute the entire understanding between Alliance Behavioral Healthcare and OEWD and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.

#### Section 12. Headings

The subject headings of the sections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

IN WITNESS WHEREOF, the City and County have authorized this Agreement to be executed and attested by their undersigned officers, to be effective from and after the date first written above.

The City of Durham, Office of Economic and Workforce Development (OEWD)

By: *Thomas J. Bonfield*

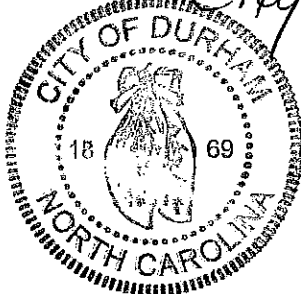
Print Name: Thomas J. Bonfield

Title: City Manager

Date: 8/3/12

~~Witness:~~

Attest: *D. Ann Gray*  
*City Clerk*



Alliance Behavioral Healthcare

By: *Ellen S. Holliman*

Print Name: Ellen S. Holliman

Title: LME/MCO Director

Date: 8-6-12

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

*Sara Pacholke*  
Sara Pacholke, Finance Director

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

*Angela M. Miller* 8/3/12  
FINANCE OFFICER DATE

**ELECTRONIC ROUTING APPROVAL FORM  
FOR CONTRACTS TO BE EXECUTED WITH INK AND PAPER  
(THIS IS NOT A CONTRACT DOCUMENT)**

[Use this form when the City Manager or a designee is to sign a contract with pen and ink on paper and you need to track the document through the Onbase contracting system before obtaining the required ink signatures.

Here's what to do:

1. When ready to scan the paper contract to be executed with ink pen, print out this tracking form on a single page and make it the LAST page of your scanned contract document. Indicate for the approvers that his/her "electronic signature" should be placed on THIS tracking form page and NOT the formal signature page requiring the ink pen signatures.
2. After the contract has been fully approved within Onbase and the electronic "approval" signatures have been provided below by (a) the Finance Officer, (b) City Manager (or designee), and (c) the City Clerk, you may begin to circulate at least 2 original hard-copy contract(s) for final ink pen signatures and acknowledgement.

-Fred Lamar 10-07-2010]

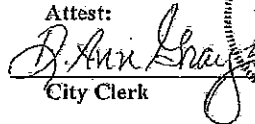
ONBASE CONTRACTING NO: 9930

CONTRACT NAME: Inter local Cooperation Agreement w/ Behavioral Healthcare Alliance

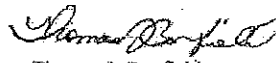
**The following electronic signatures are required for authorization of final ink pen signatures for hard-copy original contracts:**

ATTEST:

CITY OF DURHAM

Attest:  
  
City Clerk

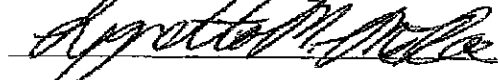


  
Thomas J. Bonfield  
City Manager

By: \_\_\_\_\_

preaudit certificate, if applicable \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
Lynette M. McRae - Deputy Finance Officer